

REMARKS

Claims 1, 16, 22, 36, 51, 57, and 71 have been amended. Hence, Claims 1-3, 5, 6, 8, 10-38, 40, 41, 43, and 45-73 are pending in this application. The amendments to the claims and the new claims are supported in the specification and thus do not add any new matter to this application. All issues raised in the Office Action mailed February 21, 2008 are addressed hereinafter, in order of appearance.

Claims 1, 3, 4, 6, 7, 9, 10, 11-13, 15, 17-21, 27, 33, 36, 38, 39, 41, 45, 46-48, 52-56, 62, and 68 stand rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over U.S. Patent No. 6,516,416 to Gregg in view of U.S. Patent No. 6,460,141 to Olden. It is respectfully submitted that these claims are patentable over Gregg in view of Olden for at least the reasons provided hereinafter.

For convenient reference, Claim 1 (as amended) is repeated here.

1. A method for provisioning databases for users on a network, the method comprising the steps of:
a first party managing one or more database systems;
a plurality of second parties **subscribing** to database services supported by the one or more database systems managed by the first party, wherein the database services include services for storing and managing data provided by the second parties; and
wherein the step of subscribing includes performing a registration process during which said second parties identify database resources for which the second parties are willing to pay;
providing, over the network, to database applications owned and controlled by the second parties, access to the database services to which the second parties are subscribed,
wherein the database applications, owned and controlled by the second parties, interact with the database systems managed by the first party by sending, from the second parties, to the database systems, over the network, database commands that conform to the database language supported by the database system;
wherein execution of the database commands allows the second parties to manipulate data objects stored within at least one of the one or more database systems,

wherein the second parties control the source code of the database applications that the second parties use to send database commands to the database management systems managed by the first parties;
delivering to one of said second parties, over the network, one or more messages which cause generation of user interfaces that allow the second party to subscribe to said database services provided by said first party; and
delivering over the network, to a user associated with said one of said second parties, one or more messages which cause generation of user interfaces that allow the user to access a database for a database service to which said one of said second parties has subscribed. (emphasis added)

Numerous of the above limitations are not disclosed or suggested by any of Gregg, Olden, or Kikuchi, including but not limited to the claimed subscribing (shown in bold). Support for this amendment can be found at least on pages 26, lines 8-9; page 31, lines 8-11; and page 32, lines 17-19 of Applicant's specification.

To understand Claims 1, 36, and 71, it is important to understand the difference between the claimed database systems, database services, and database applications. Accordingly to claim 1, database systems and services are provided by a first party, so that a second party can set up their own database applications (without having to manage database systems themselves).

To further understand Claim 1 and 36, it is also important to understand the difference between the claimed first party and the claimed second parties. One possible example of a first party is an IDSP, which is explicitly recited in Claim 71. An IDSP provides database systems and database services on behalf of the second parties, so as to prevent those second parties from being forced to assemble a team of expert programmers (Applicant's Specification; Page 5, Line 15). Managing database systems and database services can require a full-time DBA, can result in significant facility costs, and can be very expensive for a variety of reasons (Applicant's Specification; Page 6, Lines 8-25).

By subscribing to these database services from a first party (e.g. IDSP), a second party can subscribe to needed database services with a minimum of user effort and without incurring

the full costs of one or more database administrators (Applicant's Specification; Page 6, Lines 8-25). A customer (second party) of an IDSP (first party) may be any entity that requires database services but does not want to expend the time and resources to manage their own database systems (Applicant's Specification; Page 31, Lines 14-15).

Various portions of the above factors are recited at least within lines 3-8 of Claim 1. After considering the above factors, it is apparent that Gregg, Olden, or Kikuchi do not recite the claimed elements and are thus unsatisfactory for use as prior art under either 35 U.S.C. §§ 102 or 103.

The portion of Gregg (ISA clearinghouse 30, clearinghouse database 56) relied upon by the Office Action (Page 3, Section 5) to anticipate this feature does not and can not suggest this feature. Gregg does not disclose a registration process, nor subscriber-selectable database resources. Within Gregg, the clearinghouse 30 tracks subscriber information and subscription information, using a database server 56 (col. 4, lines 44-45). However, these subscribers are not subscribing to database services, but instead are obtaining, for example, Internet access. Gregg's subscribers are not aware of or have any interest in any database services, and certainly not the database server 56.

Although Olden was not relied upon within the Office Action to suggest this feature, it would not be possible for Olden to do so, as Olden does not disclose any mechanism for allowing subscribers to register for specific database services.

The portion of Kikuchi (database access management unit 3, gateway server 40) relied upon by the Office Action mailed August 22, 2007 (Page 3, first paragraph) to anticipate this feature does not and can not suggest this feature. Kikuchi's client 39 (FIG. 27) and/or plurality of OS users as a group (col. 10, various lines) have access to a logical database 4. However, the client 39 and/or plurality of OS users as a group are never described as subscribing to that

logical database 4, and thus are definitely never described as participating in any type of registration process.

For at least the above reasons, the rejections of Claims 1, 36, and 71 are invalid and should be withdrawn, as well as claims dependent therefrom. Because all remaining rejections depend either directly or indirectly on the rejections of Claims 1, 36, and 71 these rejections are also invalid.

In rejecting Claims 2 and 37, the Office Action asserts (page 11, bottom two paragraphs) that the claimed “at least one of said second parties is an application service provider that provides application services to a plurality of third parties over said network” is met by Olden’s ISA subscriber 36. This assertion is respectfully traversed.

It will be assumed that the Office Action intended to refer to Gregg’s ISA subscriber 36, but accidentally referred to Olden. However, the rejection is not specific as to how Gregg’s subscriber 36 alone, by itself, suggests the claimed element. Having no better information to go by, it will be assumed that Gregg’s server 34 is meant to suggest the claimed second parties, and Gregg’s subscriber 36 is meant to suggest the claimed third parties. Such a comparison is invalid because Gregg’s subscriber 36 is described as being used to access content-restricted subject matter in a way that verifies the credentials of the subscriber (Gregg, col. 4, lines 1-5). Such accesses are not “application services” as that term is used by Applicant, as is apparent from the remainder of Claim 2 which reads “the step of providing access to the database services includes providing database services to an application used by said application service provider to provide said application services to said third parties”.

For at least the above reasons, the rejection of Claims 2 and 37 is invalid and should be withdrawn.

In rejecting Claims 3 and 38, the Office Action asserts (page 12, middle two paragraphs) that the claimed step of receiving over said network a request to perform a database management operation from a user associated with a particular second part of said plurality of second parties is suggested by Gregg's "For every user authentication request, the user authentication daemon first insures it is communication with an authentic subscription access server 34, and then it queries the clearinghouse database server 56 to find the user's subscription information (col. 6, line 64 to col. 7, line 28)". However, this assertion appears to misunderstand Applicant's claimed term "database management operation". The Office action describes (page 3, section 5) Gregg's web server 34 as suggesting the claimed second parties. However, Gregg's workstation 34 is never described as receiving any request to perform any type of database management operation. Instead, occasionally Gregg's workstation 34 accesses the clearing house 30 (col. 4, lines 50-57). Additionally, as stated above and in the Office Action, a user authentication daemon sometimes queries the clearinghouse database server 56. Neither of these accesses or queries arose from a request from a user associated with Gregg's web server 34, nor can they be described as any type of database management operation.

For at least the above reasons, the rejection of Claims 3 and 38 is invalid and should be withdrawn.

All remaining Claims were rejected under 35 U.S.C. § 103 as allegedly obvious over a variety of references using a combination of Gregg and Olden as base references. However, all of these Claims either explicitly recite or depend from other Claims which recite elements or steps which as shown above are neither disclosed nor suggested by any combination of prior art, either by Gregg, Olden or by any other reference. The secondary references do not cure this deficiency of Gregg and Olden, and therefore any combination of Gregg and Olden with any of

the secondary references cannot provide the complete combination of features recited in the remaining claims.

For the reasons set forth above, it is respectfully submitted that all of the pending claims are now in condition for allowance. The Examiner is respectfully requested to contact the undersigned by telephone or e-mail to set up a time for an interview, and also if it is believed that such contact would further the examination of the present application. As stipulated within MPEP Chapter 5, Applicant acknowledges that Internet communications may not be secure.

To the extent necessary, a petition for an extension of time under 37 C.F.R. § 1.136 is hereby made. Please charge any fee shortages or credit any overages to Deposit Account No. 50-1302.

Respectfully submitted,

HICKMAN PALERMO TRUONG & BECKER LLP

/ChristopherMTanner#41,518/

Christopher M. Tanner

Reg. No. 41,518

Date: April 24, 2008
ctanner@hptb-law.com
2055 Gateway Place, Suite 550
San Jose, California 95110-1089
Voice: (408) 414-1238
Facsimile: (408) 414-1076